

Welcome!

These are the purchasing terms & conditions for providing services to PostNL.



In these purchasing terms and conditions (T&C), PostNL is referred to as we or PostNL. The Supplier is referred to as you. It may be that we have made other written agreements with you regarding the provision of Services, for example, in a procurement agreement. Those written agreements always take precedence over the agreements in these T&C.

In these T&C

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About our collaboration

In this chapter

- How the agreement between us is established
- These T&C always apply
- What your quotations must include
- Placing orders electronically
- Confidentiality of and within our collaboration
- We both adhere to the PostNL Business Principles

Article 1

How the agreement between us is established

1. The Agreement between PostNL and you can be established in one of the following ways:
 - We accept your Quote in writing;
 - if no Quote is issued: we place a written order, and we receive written confirmation from you within 10 working days; or
 - we accept a Quote or place an oral order, and we can only be held to this if we receive written confirmation within 3 working days, and we do not dispute it.
1. By "in writing", we mean a message sent by the authorized representatives of the respective party by post, email, or via the method we have agreed upon for placing electronic orders.

Article 2

These T&C always apply, unless we have made other written agreements.

1. Our T&C apply to our collaboration with you, including your Quotes and Agreements that we enter into with you. Your general terms and conditions do not apply, even if you have included them, for example, in your Quote.

If agreements are void or annulled

2. If one or more agreements in our T&C are void or annulled, the other agreements remain in effect. We will both make an effort to replace the void or annulled agreements with an agreement that aligns as closely as possible with the intention of the original agreement.

Article 3

What your quotations must include

1. Your Quotations include at least:
 - Your (company) name and place of business or residence;
 - a description of the Products and Services offered with the complete price;
 - the period during which the Quotation is valid; and
 - the location and time of delivery.

If you also deliver Products, you should specify any delivery costs.

2. You do not charge for Quotations unless we have made other written agreements.
3. Your price includes all costs, covering delivery costs, levies, or costs from third parties.

Article 4

Placing orders electronically

1. You ensure that we can place orders electronically. If this affects previously agreed conditions or prices, notify us, and we will discuss it together.
2. If we do not agree on the terms of electronic orders, we may terminate the Agreement. We will do this in writing with a notice period of one month.

Article 5

Confidentiality of and within our collaboration**This article in a nutshell**

Safeguard
confidential information
securely



Do not retain confidential
information longer than
necessary



Only distribute information
within your organization if
necessary for the delivery of
products or services




Do not share confidential
information with third
parties and impose
confidentiality on your
employees

Our collaboration itself is confidential

1. You may not communicate anything about this partnership or mutual relationship without written permission from our Communications Department. Nor may you use PostNL's name, logo or corporate identity for advertising or other expressions without such permission.

You handle confidential information carefully

2. You ensure that confidential information remains confidential.
 Confidential information is any information that you know or reasonably suspect is not intended for third parties.
3. You treat all confidential information as confidential. In addition, you will do the following:
 - a. You take reasonable measures to secure and store confidential information;
 - b. You only distribute confidential information within your organization if necessary to perform Services or deliver Products; and
 - c. You do not retain confidential information longer than necessary, in any case, not longer than the term of the Agreement or until full performance thereof. After that, you return the information to us or delete it if we have given permission. We may request evidence of destruction.

When confidentiality does not apply

4. The confidentiality obligation does not apply:
 - a. if the information has already been made public (without violating the confidentiality obligation);
 - b. to information that we have explicitly confirmed is not covered by the confidentiality obligation; or
 - c. if the information is disclosed due to a legal obligation or order from a regulating authority or court.

Chapter 1

About our
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Article 6

We both adhere to the PostNL business principles

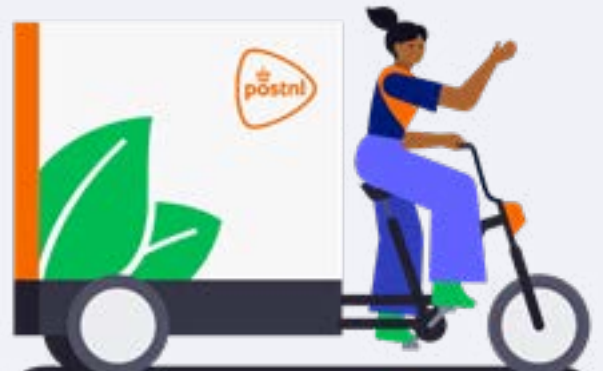
In the Business Principles, you can find what we expect from everyone working with and for PostNL and what they can expect from us.

Key principles for our collaboration

Fair trade



Reliable



Respect and diversity



Socially
responsible



View [all](#) of our
Business Principles

Delivery of services

In this chapter

- Executing services
- Delivery of products
- Transfer of ownership and risk upon delivery
- If you fail to deliver on time
- Inability to deliver due to force majeure
- Outsourcing services to third parties

Article 7

Executing services

How do you execute the services?

1. You perform the Services specified in the order or Quotation yourself or have them performed by persons in your employ.
2. Services are executed according to the Agreement and the standards of good craftsmanship. You ensure that the Employees you deploy have the right qualifications, training, and expertise.
3. If you perform Services at our location, you do so on our regular working days and within our office hours (08:00 - 18:00 on a workday).

Sharing personal data of Employees or Substitutes

4. At our request, you provide written personal data and qualifications of Employees or Substitutes.

Using our resources or deploying our employees

5. If you use our resources for delivering your Services or receive assistance from our employees, we may charge a fee for it.

Article 8

Delivery of products

Delivery of products

1. We consider the Products as delivered when:
 - you deliver the Products on the agreed date and place;
 - the Products are properly packaged;
 - the Products meet the agreed specifications; and
 - an authorized person on our behalf signs the prescribed transport document with name and signature.

What should be on the packaging?

2. The packaging must contain the order reference. The shipment must also include the prescribed transport documents and a packing list indicating:
 - name;
 - the order;
 - the date of shipment;
 - the quantity;

- the brands and numbers of the packages;
- the method of packaging;
- the shipped quantities; and
- the designation of the Products.

Delivery to a different place

3. You can only deliver to a different place or date than agreed upon with our written consent.

Article 9

Transfer of ownership and risk upon delivery

1. You bear the risk of damage or loss of the Products until they are delivered to the agreed place.
2. Not done earlier, ownership of the Products passes at the latest upon delivery. We reserve the right to reject the Products afterward, as described in article 15.
3. If ownership passes to us before delivery, we may expect you to provide a transfer of ownership statement to secure the ownership rights. You are obliged to keep the transferred Products separate from similar Products. In this case, too, you bear the risk as described in paragraph 1 of this article.
4. All items and documents provided by us remain our property. You return these items and documents immediately after the execution or termination of the Agreement. If you no longer need the items or documents, you return them earlier.
5. If you have developed items (such as sketches, prototypes, and source codes) in the context of the Agreement, these Products become our property immediately upon their creation.

Article 10

If you fail to deliver on time

This article in a nutshell



Late delivery

1. If you exceed the delivery term, you are in default. This does not apply if you can invoke force majeure. We can demand performance and compensation for damages in case of default. We can also impose a fine of 0.5% of the agreed price per working day that the delivery term is exceeded. The total fine is capped at of 25% of the agreed price.

2. For partial deliveries, the fine is calculated based on the price of the partial deliveries unless the delivered Products or Services can no longer be used for their intended purpose due to the late delivery. In that case, the fine is based on the entire agreed price.
3. In deviation from articles 6:92 and 6:93 of the Dutch Civil Code, the following applies:
 - We can demand payment of the fine and performance of the agreements in the Agreement;
 - you are obliged to compensate for all damages exceeding the fine amount;
 - we can also demand the fine if the breach/violation cannot be attributed to you; and
 - you owe the fine immediately after we have notified you of the breach. This applies even if a reminder or other prior declaration is required by law.

Inform us of delays

4. As soon as you know or expect that you cannot deliver at the agreed time, inform us in writing immediately. Specify:
 - the cause of the delay;
 - the measures you have taken or will take; and
 - the duration of the delay.

We will inform you whether the delivery time can be postponed. In case of postponement, we will agree on a new delivery date or period. If we decide that the delivery time cannot be postponed, we may terminate the Agreement as described in article 33.

Article 11

Inability to deliver due to force majeure

1. It may happen that you are unable to deliver due to force majeure. In this case, we may suspend the performance of our rights and obligations for the duration of the force majeure or we (partially) terminate the Agreement. Termination is done in writing and has an immediate effect. We are not obliged to compensate for the damage you suffer.
2. If a third party fails to fulfill its obligations to you, and as a result, you cannot fulfill your obligations to us, this is not considered force majeure.
3. If force majeure occurs, you must notify us in writing as soon as possible, and no later than within 3 working days. After these 3 working days, you can no longer invoke force majeure.

Article 12

Outsourcing services to third parties

You may only engage third parties with our written permission. We may impose conditions on this permission. You remain fully responsible for the execution of the Services. You ensure that the third party complies with all agreements we have made with you. This is documented in writing to the third party.

Requirements for your services

In this chapter

- Your products and services are safe
- The guarantees you offer
- We may inspect your products or services
- Requirements for your employee or substitutes
- You adhere to our house and security rules
- Our joint social and ethical responsibility
- You adhere to the Foreign Nationals Employment Act
- Security Incident Reporting Obligation
- You implement information security measures
- You evaluate your sustainability performance at our request

Article 13

Your products and services are safe

1. You guarantee that:
 - no materials or products harmful to health are used for the Products or Services;
 - the Products and production facilities comply with European regulations on product safety; and
 - the transport and packaging of the delivered Products comply with the applicable laws, regulations, and industry standards.
2. Upon our request, you provide us with test reports or certificates of inspections.
3. You dispose of packaging materials at our request, free of charge.
4. You inform us if, in the production process, products are used of which you know, or should know, that their use leads to waste for which legal measures apply. This notification is provided in writing and before the first order. We may then cancel the order free of charge.
5. You take a proactive and innovative approach to reduce the environmental impact of the delivered Products, especially in terms of reducing energy consumption and transport movements.
6. Upon our first request, you provide all relevant information about the environmental impact of the Products.

7. You guarantee that the provided information is accurate and complete.

Article 14

The guarantees you offer

This article in a nutshell



1

Wij constateren
binnen 24 maanden
na levering een
gebrek



2

Het gebrek is niet
het resultaat van
normale slijtage of
ondeskundig gebruik



3

Wij melden dit aan jou



4

Binnen 10
werkdagen zorg jij
voor vervanging
of herstel



5

Doe je dit niet? Dan
regelen wij vervanging
of herstel op jouw
kosten

1. You are responsible for the soundness of the delivered Products and Services. You guarantee that:
 - the specifications you provide are accurate;
 - the delivered Products or performed Services comply with legal requirements and agreed specifications;
 - the delivered Products or performed Services do not infringe on the rights of third parties;
 - the Services are carried out with care by adequately trained and experienced personnel; and
 - you are authorized and capable of entering into the Agreement and fulfilling your obligations.
2. You also guarantee that there are no limitations, attachments (*beslagen*), or reservations (*eigendomsvoorbeholden*) placed by you or anyone else, and the Products are free of other restrictions or encumbrances.
3. Upon our request, you provide us with test reports or certification of inspections.
4. If we identify a defect in the delivered Products within 24 months, not due to normal wear and tear or improper use, you replace or repair the defective Products, or ensure in another way that the defect is remedied. This must be done within 10 working days after we report the defect.

The 24-month period may be longer if customary in your industry. The same obligation applies to defective Services.

- If you fail to adequately resolve the defect, we may, at your expense, arrange for repair or replacement after the 10-day period.

Article 15

We may inspect your products or services

This article in a nutshell



Inspection by us

- We may assess whether your Products or Services comply with the agreements and the law. This can be done prior to delivery. You cooperate with this inspection upon our request and provide the necessary resources and personnel at no cost.

Inspection by an independent institute

- We may have your (partially) delivered Products and Services inspected by a testing institute. If they are rejected, the costs of the testing institute are at your expense.
- We will inform you in writing within 30 days after delivery whether your Products or (Online) Services have been rejected.

What to do in case of rejection?

- If Products or Services are rejected, we may specify a period within which you must replace the rejected Products or redo the Services. If you fail to do so within the specified period, you are automatically in default and must repay the amount we paid within 14 days. No reminder is needed. The agreements we make regarding liability, indemnity, and insurance remain in effect (see article 32).
- If you deliver Products or Services in parts, we approve each delivery separately. In case of rejection of a part, you cannot rely on the approval of a previous part.
- If Products or Services are rejected, the risk and ownership are deemed never to have transferred to PostNL.
- We make rejected Products available to you again. We do this between the 3rd and the 11th working day after notifying you of the rejection. After the 11th day, we have the right to return or

store the Products at your expense and risk.

8. We may publicly sell the rejected Products that have not been collected or taken back. This can happen 2 months after notifying you. You receive the sales proceeds, minus the selling costs and any amount you owe.

Prior inspection of your products and production means (an audit)

9. We may, at your expense, conduct an audit. This involves verifying compliance with the Agreement and whether your Products, production means, and facilities comply with the law.
10. If we want to conduct an audit, we will notify you at least 10 working days in advance.
11. You provide full cooperation to the audit. This includes your Employees and third parties involved. You grant access to all employees, information, and processes we need and to all areas where your production takes place.
12. If the audit reveals non-compliance with the Agreement, you must submit a written plan within 10 working days describing how you will rectify the shortcomings. We must approve this plan.

Article 16

Requirements for your employee or substitutes

Availability and qualification

1. You provide the Employee named in the Agreement for the agreed period. The Employee works the agreed number of hours per week.
2. You obtain written permission for the Employee to work at different times.
3. In case the Employee needs onboarding time, the time and cost are your responsibility. We jointly determine the required onboarding time.
4. You ensure the Employee adheres to our work instructions and directions.
5. Neither you nor the Employee may represent yourselves as our representatives or delegates.

Substitutes

6. You may replace the Employee with our written permission. We will not unreasonably refuse permission. If we do not agree to the Substitute, we are not obligated to accept a Substitute from your company.
7. You will Immediately inform us if the Employee is sick, disabled, dismissed, or absent. We discuss together whether a Substitute should be appointed and determine the starting date.
8. The terms of the Agreement and these T&C also apply to the Substitute.

Timekeeping

9. Worked hours are recorded through a time sheet, payroll statement, or another control tool. We determine the control method, and you provide insight upon request.

Reliability

10. You provide full cooperation with investigations (pre-employment screening/background check) of the Employee and third parties upon our request.
11. You ensure all Employees and third parties are reliable and perform well.
12. You ensure Employees or third parties have a relevant certificate of good conduct (VOG) at your expense. If the VOG is missing, the person cannot perform Services for us.

Other Requirements

13. On our request, you ensure that the Employee or third parties do not work for our competitors for

1 year after the end of the Agreement.

14. During the Agreement and 1 year thereafter, you do not employ PostNL employees involved in the execution of the Agreement without our permission.

Article 17

You adhere to our house and security rules

1. If you are providing Services within our premises, you are required to adhere to our house and security rules. You take measures to ensure that the Employee or third party also complies with our rules.
2. If the Employee or third party engages in misconduct, we will promptly terminate cooperation with this individual. This person can no longer work for us.
Misconduct includes, but is not limited to, theft, embezzlement, fraud, bullying, aggression, vandalism, discrimination, unwanted intimacies, and alcohol or drug abuse.
3. In the event that we terminate the assignment due to misconduct, we can include the individual who has engaged in misconduct in our Violation Norm Information System (NOR) and the Warning Register Logistics Sector (WLS). For this purpose, you are required, upon our request, to provide the following details about the individual who has engaged in misconduct:
 - Initials and surname;
 - date and place of birth; and
 - current residential address.

Article 18

Our joint social and ethical responsibility

1. You act in accordance with the applicable laws and regulations in the field of working conditions, employee well-being, and safety.
2. You take supply chain responsibility. This means that you ensure that the Products and Services you purchase are not produced in a manner that is contrary to laws and regulations regarding working conditions, employee well-being, and safety.
3. You proactively and innovatively engage in improving the social and ethical aspects of the products and services you buy and sell.
4. You provide, upon our request and free of charge, all relevant information regarding achieved results in the field of working conditions, employee well-being and safety, and social responsibility.

5. You provide, upon request and free of charge, evidence of certification (such as ISO, IIP, OHSAS, ISAE 3402, SOC2, etc.).
6. You guarantee that the information provided is accurate and complete.

Article 19

You adhere to the Foreign Nationals Employment Act (Wet Arbeid Vreemdelingen)

This article in a nutshell



License

You check whether the correct licenses are present. These licenses must be valid for the entire assignment. If not, you notify us.



Copy of ID

If you hire someone covered by the WAV, you send us a copy of the identity card and the required licenses (such as a GVVA).



Fine

If you fail to comply with the agreements, resulting in a fine for us, you pay this fine.



Damage due to WAV

If we suffer damage due to your failure to comply with the agreements, you compensate for this damage.



WAV Inspection

If an inspection is conducted or an investigation is initiated, you immediately notify us and provide all relevant information.



Termination of Agreement

We may terminate the Agreement immediately if you have not fulfilled your obligations regarding the WAV.

1. You guarantee compliance with the rules of the Foreign Nationals Employment Act (*Wet Arbeid Vreemdelingen* or WAV) and other related laws. This means, for example, that you only deploy personnel or third parties who are authorized to work in the Netherlands.

If a permit is required to work in the Netherlands, you verify the presence of the correct documents before commencing work. You ensure that the permits remain valid throughout the entire assignment. If the permit expires or is found to be invalid, you promptly notify us.

If you engage someone under the WAV for the execution of the Agreement, you provide us with a copy of their valid identification and the required permits (such as a GVVA) before the commencement of work.

You bear any fines or other costs

2. If you fail to adhere to the obligations in this article, resulting in us receiving a fine from the Ministry of Social Affairs and Employment (SZW), you shall immediately pay this fine to us upon our request. We may also deduct the amount of the fine(s) from any amounts still owed to you.
3. Both parties acknowledge that PostNL may be held accountable by the government under WAV,

even though it may be challenging for us to verify whether your Employees and engaged third parties comply with the rules of the WAV and other applicable regulations. If you fail to comply with this article, it constitutes a breach of your obligations. If we suffer damages as a result, such as fines or legal costs, you shall fully indemnify us for these. We may also deduct the amount of such damages from any outstanding payments to you.

You report any inspections

4. If a government agency conducts an inspection or investigation at your premises regarding the obligations from article 34.1 and article 34.2 of the WAV, you shall immediately notify us and provide all relevant information necessary for us to determine if a violation has occurred or will be identified. You indemnify us against third-party claims related to wages based on the WAV and articles 7:616a and 7:616b of the Dutch Civil Code.

We can terminate the Agreement

5. We reserve the right to terminate the Agreement with immediate effect if it is found that you have not fulfilled your obligations under this article.
6. Termination shall occur through a written declaration, and no notice of default or judicial intervention is required. We are not liable for damages in such a case.

Article 20

You evaluate your sustainability performance

1. We may request you to have your sustainability performance assessed. In that case, you must register with Stichting MVO-Register (or a similar organization) within 6 weeks of signing the Agreement.
2. You share your scores with us, no later than 6 months after the assessment. If you score insufficiently in certain areas, we will discuss together how to improve the scores.

Article 21

You implement information security measures

1. You implement information security measures in accordance with the current state of the art to protect your information systems, products, and, if applicable, our data.
2. If we request it, you will provide documentation of the information security measures you have taken.
3. You are willing to improve your information security if we request it.

Article 22

Security Incident Reporting Obligation

1. A reporting obligation has been established under NIS2 for security incidents that (potentially) impact so-called 'essential' or 'important' organizations, such as PostNL. The procedure for handling a security incident is similar to the procedure prescribed by the GDPR for a data breach, as outlined in Article 30.
 - a. You must notify us as soon as possible of any (suspected) security incident that could (potentially) impact our business continuity.
 - b. If the incident actually disrupts our services, it must be reported within 24 hours.
 - c. In all other cases, the incident must be reported within 72 hours.
 - d. You must take measures to resolve (the consequences of) the security incident.
 - e. You must provide all relevant information as soon as possible and offer full cooperation in investigating and remedying potential damage, as well as in making any required notifications.
2. You may not charge any costs for fulfilling your obligations under this article.

Article 23

You evaluate your sustainability performance at our request

1. We may ask you to provide insight into the documentation regarding (or about the proportion of) people with a distance to the labor market, as described in the latest version of the PSO Netherlands manual at <https://www.pso-nederland.nl/>, from (or within) your organization. This can be done in the form of a sample review or an audit.
2. Additionally, we may ask you to have an assessment conducted on how your organization scores on the Social performance measurements on the Dutch PSO Ladder ('Prestatieladder socialer ondernemen'). You must have this assessment carried out by PSO Netherlands no later than six weeks after signing the Agreement. After the assessment by PSO Netherlands, you must share your scores with us no later than six weeks after the evaluation. Based on the outcome, we can discuss this further if necessary.

Price and payment

In this chapter

- Requirements for your invoices
- Payment of your invoices
- Price change
- Market conformity of your prices

Article 24

Requirements for your invoices

1. The invoice to be issued must comply with the applicable invoicing requirements as set out in Article 35a of the Dutch Turnover Tax Act 1968.
2. Prices are in Euros and exclusive of VAT but inclusive of other possible taxes.
3. Upon our request, you attach a timesheet to your invoices. This timesheet indicates which individuals were deployed, where, on which days, and for how many hours for the execution of the Agreement. The personal details include name and date of birth.
4. You send the invoices to the billing address we provided. The invoice includes the reference of the order.

Article 25

Payment of your invoices

This article in a nutshell



1

You have delivered the products or performed the services and sent the correct invoice



2

We receive the correct invoice



3

We pay the correct invoice



4

The date on which the amount is debited from our account is considered the payment date

1. You send the invoice after the Products have been delivered or Services have been performed. We pay the invoice within the agreed payment term of 60 days. For SMEs, the payment term is max. 30 days.
2. We only pay if our financial administration has received the correct invoice. The date on which the amount is debited from our account is considered the payment date.
3. We can suspend payment if you do not fulfill your obligations (completely).
4. If we do not pay within the agreed term, you give us a reasonable period, through a notice of

default, to pay. If we still do not pay after that, you may charge 3% interest per year.

5. If you owe us money, we can offset the amount against your invoices.
6. We only pay advances if we have agreed to this in writing. We may ask you to provide a bank guarantee for the advance. You bear the costs for this bank guarantee.
You pay 3% interest on the advance if you do not deliver the Products or Services within the agreed time.
7. We do not pay in cash, and we only pay to Dutch bank accounts, unless we have made other arrangements.
8. If we pay an invoice, it does not mean that we acknowledge any indebtedness. This also does not mean that we consider your obligations to be satisfactorily fulfilled. Our rights cannot be limited by the payment.

Article 26

Price changes

1. You can unilaterally increase your price only if we have agreed to this in writing, for example, in the Agreement. The Agreement must specify the circumstances that may lead to a price increase and to what extent the increase in material prices, exchange rates, or other costs will be passed on. Profit tax cannot be passed on.
2. A price change never applies to placed orders.
3. If we do not agree to the price change, we can terminate the Agreement in writing. The Agreement ends on the date the price change takes effect or on a later date that we determine.

Article 27

Market conformity of your prices

1. We can hire an independent expert at any time to investigate whether your price and quality level are market-conform. This will be documented in a Supplier Dashboard. This Supplier Dashboard allows us both to monitor how your prices compare to the market.
2. If we doubt whether your prices are reasonable compared to similar suppliers in the market, we can investigate this (through a "**Benchmark**").
3. We will pay for the Benchmark. We are not required to provide you with access to the results.
4. Both parties will cooperate with reasonable information requests from the Benchmark investigator.
5. If the Benchmark report indicates that your prices are higher, you will propose a price reduction within 30 days to align with the conclusions in the report. If we accept your proposal, the price reduction takes effect after 30 days. The new prices apply only to future orders.
6. If we do not agree on the price reduction within a reasonable period, we can terminate the Agreement immediately. This is done in writing and without notice or judicial intervention. We are not liable for damages.

Legal fineprint

In this chapter

- All intellectual property rights belong to PostNL
- You handle personal data properly
- What to do in case of a data breach?
- You don't trade on insider information
- Liability, indemnification, and insurance
- Termination and dissolution of our agreement
- You cannot transfer your rights or obligations
- Your information obligations to employees and third parties
- You are responsible for the payment of taxes and premiums
- Applicable law and competent judge

Article 28

All intellectual property rights belong to PostNL

This article in a nutshell



1

In everything you do or create, IP rights* may arise



2

At the moment these rights arise, you transfer them to us



3

You inform us immediately in writing if new IP rights have arisen



4

If there are costs associated with establishing IP rights, we will pay them

* Intellectual Property Rights

1. In the context of this Agreement, intellectual property rights ("IP rights") may arise. These can be IP rights in the broadest sense of the word, including, for example, copyrights, design rights, or database rights. All these IP rights belong to us.
2. The IP rights are transferred to PostNL through the Agreement. The moment of signing the Agreement is considered the moment of transfer. This also applies to IP rights that arise after signing the Agreement. Compensation for the transfer of IP rights is already included in your rates. If a deed is required for the transfer, you will cooperate in drafting and signing that deed.
3. If a deed is required for the transfer, you will cooperate in drafting and signing this deed.
4. Future IP rights may arise for works created in the context of our collaboration. These future rights also become our property, as described in this article.
5. You inform us immediately if IP rights have arisen. This is done in writing.
6. We can publish works created by you without mentioning your name. You waive the right to object to this. You also waive the right to object to (name) changes of works protected by copyright. But only to the extent possible according to article 25 of the Copyright Act 1912 (*Auteurswet 1912*).

7. We pay the costs associated with establishing certain IP rights. You irrevocably authorize us to record the IP rights, or the transfer of those rights to us, in the registers.
8. You ensure that the obligations from this article also apply to third parties you engage. This is explicitly included in the agreements you conclude with third parties.
9. If we disagree about the ownership of the IP rights, we assume that they belong to us unless you can prove otherwise.
10. To the extent that the Agreement relates to IP rights not arising in the context of an Agreement, you grant us an unlimited, irrevocable, transferable, perpetual, sublicensable, and worldwide right to use these IP rights. This right also applies to PostNL-affiliated companies and third parties engaged by us for the benefit of PostNL.
11. You guarantee that:
 - IP rights as referred to in this article do not infringe on the intellectual property rights of others;
 - there are no limited rights, attachments, or reservations of ownership on these IP rights; and
 - the IP rights are free from any other restriction or burden, such as a usage right.
12. you indemnify us against all claims from third parties regarding a possible infringement of third-party IP rights.
13. If we disagree about the ownership of the IP rights, we assume that they belong to us unless you can prove otherwise.

Article 29

You handle personal data properly

1. When fulfilling your obligations under the Agreement, you comply with all applicable laws and regulations regarding the protection of personal data.
2. If you process personal data on our behalf, you cooperate in concluding a data processing agreement upon our request. Our template is leading in this regard.
3. If no data processing agreement is concluded, all following bulletpoints and article 30 apply as a data processing agreement.
 - You only process personal data on our behalf. You do not use the personal data for other (own) purposes.
 - You act only according to our written instructions.
 - You take appropriate technical and organizational measures to protect personal data against loss, destruction, unauthorized disclosure or use, alteration, or any other form of unlawful processing.
 - You do not transfer personal data outside the European Economic Area without our written consent.
 - You act in accordance with the legal requirements for international data transfers and regulations that we impose.
 - You ensure that personal data is only accessible to Employees who need access to comply with the obligations of the Agreement.
 - You impose confidentiality on Employees and engaged third parties.
 - You inform us in writing about a complaint or request from a person whose data you process, regarding the processing of their data. You assist us in responding to such a complaint or request.
 - You do not engage (sub)processors without our written consent. You impose the same contractual obligations on (sub)processors as in this article and any additional conditions we specify.
 - You cooperate in audits that we have conducted. This is to enable us to comply with our

obligations under privacy laws and regulations and to verify compliance.

- After the Agreement ends, you delete the personal data or, depending on our choice, return it. Unless you have a legal obligation to keep the personal data. You inform us of such a retention obligation.

Article 30

What to do in case of a data breach?

This article in a nutshell



1

You inform your PostNL contact person within 24 hours of a data breach



2

You take measures to quickly remedy (the consequences of) the data breach



3

You provide us with all necessary information and cooperation

1. In the event of a data breach, you will do the following:

- You inform us of the (suspected) data breach as soon as possible. In any case, within 24 hours;
- you take measures to remedy (the consequences of) the data breach quickly; and
- you provide all relevant information as soon as possible and cooperate fully in investigating and recovering from the data breach, and in making the required notifications.

What is a data breach?

A data breach involves unauthorized or accidental access to personal data. It also includes the unwanted destruction, loss, alteration, and disclosure of personal data. Examples of data breaches include:

- Loss of a USB stick with non-encrypted personal data.
- Cyberattack resulting in the theft of personal data.
- Ransomware infection making personal data inaccessible.

2. You do not charge for performing your obligations under this article.

Article 31

You don't trade on insider information

1. If you have access to price-sensitive information, you will not trade in PostNL shares or advise others to do so.
2. You guarantee that your Employees and engaged third parties are aware of this prohibition on insider trading and will comply with it.

3. If you, your Employees, or engaged third parties violate the obligations of this article, we can impose a directly enforceable penalty of €10,000 per violation. We can also invoke our legal rights. Contrary to articles 6:92 and 6:93 of the Dutch Civil Code, the following agreements apply:
 - We can claim payment of the penalty and performance of the obligations from this article;
 - you are obliged to compensate for damage higher than the penalty of €10,000;
 - we can claim the penalty even if the violation/offense cannot be attributed to you; and
 - you owe the penalty immediately after we have informed you of the violation/offense. No notification is required.
4. The obligations of this article do not preclude your obligations under the Financial Supervision Act (*Wet op het Financieel Toezicht*).

Article 32

Liability, indemnification, and insurance

1. If you fail to fulfill your obligations, you are liable for compensating the damages we have suffered and will suffer.
2. If you supply us with Products or use Products during the provision of Services, you indemnify us from third-party claims related to defective Products as defined in the product liability provisions of the Dutch Civil Code.
3. You indemnify us from all third-party claims related to any infringement of their rights.
4. You must be adequately insured for the performance of the obligations in the Agreement. This applies to the entire period in which you perform the Agreement.

Article 33

Termination and dissolution of our agreement

1. PostNL can terminate the Agreement prematurely. We adhere to the notice period specified in the Agreement. If no notice period is stated, it is one month for us. We are not obliged to compensate for any damages resulting from termination.
2. We can dissolve the Agreement immediately (in whole or in part) in the following cases:
 - a. A bankruptcy petition is filed for your company, or a moratorium on payments is granted (*surseance van betaling*);
 - b. you decide to dissolve or liquidate the legal entity or business;
 - c. you or your representative provide or promise benefits to PostNL personnel in any form;
 - d. a third party gains direct or indirect control over your business or acquires most of its assets; or
 - e. you cease your business operations or a relevant part thereof.

In any of these situations, you must inform us promptly in writing. No judicial intervention or notice of default is required for dissolution. We will notify you of the dissolution in writing. We are not obliged to compensate for damages resulting from dissolution.

3. If either party fails to fulfill its obligations under the Agreement, the other party can dissolve the Agreement without judicial intervention. This can only happen after the defaulting party has been formally notified by registered letter and has been given a reasonable period to rectify the breach. The defaulting party must compensate the other party for any damages incurred.
4. If the breach concerns a part of the delivered Products or Services, we can (at our discretion) partially dissolve the Agreement. If partial dissolution occurs, the consideration for an equal part remains due.

5. If we – for any reason – dissolve a (part of the) Agreement, we can transfer the further execution of the Agreement to another party at your expense. This can be done without notice of default or judicial intervention.

Article 34

You cannot transfer your rights or obligations

1. You cannot (partially) transfer your obligations from the Agreement to a third party.
2. You cannot assign claims against us to a third party (cession).
3. We can give permission for cession or transfer of obligations. We can attach conditions to this permission.
4. We can transfer the Agreement and the rights and obligations arising from it to a group company of PostNL N.V. (article 2:24b Dutch Civil Code). You hereby grant your irrevocable and explicit consent based on Article 6:159 Dutch Civil Code.

Article 35

Your information obligations to employees and third parties

1. Regarding your Employees, their Substitutes, or engaged third parties, you meet the following (information) obligations:
 - a. You comply with applicable laws and regulations regarding employment conditions and the applicable collective labor agreement that applies to you and your Employees;
 - b. you record all employment conditions in a clear and accessible manner;
 - c. you provide competent authorities access to these employment conditions upon request as quickly as possible and cooperate in checks, audits, or wage validation; and
 - d. you provide immediate access to these employment conditions at our request if we deem it necessary in connection with (the prevention of) the handling of a wage claim.
2. You ensure that your suppliers also comply with these (information) obligations to their staff. You specify this in writing in such a way that we have the right to address these parties directly regarding compliance with these (information) obligations. You also stipulate that these parties impose these obligations in full on all parties with whom they contract.
3. You notify us immediately in writing of any wage claim initiated by or on behalf of an Employee who has worked for us.
4. You guarantee that you resolve (indications of) misconduct within a reasonable period.
5. You indemnify us against all third-party claims related to claims under the Prevention of Illegal Labor (*Wet Aanpak Schijnconstructies*). We recover all damages we suffer as a result of claims under the Prevention of Illegal Labor from you, if necessary, through offsetting.

Article 36

You are responsible for the payment of taxes and premiums

1. We can determine that the Statement of Payment Behavior must be issued by the Dutch Tax and Customs Administration. The costs for this will be at your expense.
2. You are responsible and liable for complying with obligations under tax or social security legislation. This also applies to third parties you engage. You indemnify us for claims arising from non-compliance with these obligations.

3. You declare that the Employees who (partly) performed services for you or a subcontractor are employed by you. And that they are included in the payroll administration at each payment period.
4. Upon request, you provide us with a recent Statement of Payment Behavior chain and hirer liability (*Verklaring Betalingsgedrag keten- en inlenersaansprakelijkheid*) ("**Statement of Payment Behavior**"). This statement proves that you have timely and fully paid turnover tax, income tax, social insurance premiums, and employee insurance premiums for Employees and third parties you have engaged to perform the Agreement.

If you do not provide the Statement of Payment Behavior within 30 days, we can suspend payments to you, and we can (partially) terminate the Agreement, through a written statement. No notice of default or judicial intervention is required for termination. We are also not liable for damages.
5. Upon our request, you attach a timesheet to your invoices. This timesheet indicates which individuals were deployed, where, on which days, and for how many hours for the execution of the Agreement. The personal details include name and date of birth.

You also declare that the mentioned individuals were employed by you or a subcontractor and were included in the payroll administration at each payment period.
6. We can terminate the Agreement immediately if it turns out that you have not fulfilled your obligation to pay income tax, turnover tax, or insurance premiums. We terminate with a written statement. No notice of default or judicial intervention is required for termination. We are also not liable for damages.
7. We may require you to use a blocked account (In Dutch: G-rekening), allowing us to withhold an agreed percentage of invoice amounts due and deposit it into the blocked account for the purpose of paying taxes and social security contributions you owe to the Dutch Tax and Customs Administration. We will discuss this with you in advance.
8. If you engage third parties to perform the Agreement, you also impose the obligations from this article on these third parties.

Article 37

Applicable law and competent judge

1. The Dutch law applies to our collaboration and all agreements arising from it (such as the Agreement). Principles of private international law do not apply. The Vienna Sales Convention (1980) is also not applicable.
2. The competent judge in The Hague handles disputes arising from these Terms or the Agreement and other disputes arising within our collaboration.

Annex 1: definitions

Agreement

Any agreement we enter into with you for the purchase of products and the provision of (ICT) services.

Benchmark

An investigation into the market conformity of your prices.

Employee

The person involved in the execution of services for us. This can be yourself or someone working for or on behalf of you. An employee does not have to be employed by you but can also perform services on your behalf.

Party/Parties

We on one side and you on the other.

Products

The products or items (*zaken*, Article 3:1 Civil Code) that you will deliver to PostNL. This also includes software and hardware.

Quotation

A document prepared at our request with your offer to deliver services or products to PostNL.

Services

All services or activities to be delivered by you mentioned in the order or performed to fulfill the agreement. Also, activities in the IT field and po necessary to deliver the (online) service, hardware, and software fall under this category.

Statement of Payment Behavior

A statement issued by the Tax Authority with which you can demonstrate that there are no tax assessments or other outstanding claims.

Substitute

Person who (temporarily) replaces the Employee.

Supplier Dashboard

A progress report providing insight into how your prices compare to similar suppliers.

T&C

These purchasing terms and conditions.

We or PostNL

PostNL N.V. and all affiliated Dutch companies, as referred to in Article 2:24a of the Civil Code. For readability, we do not always use capital letters for we.

You or Supplier

The natural person, (personal) partnership, or legal entity that is the counterparty to PostNL regarding an agreement or quotation. For readability, we do not always use capital letters for you.